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Telephone: 415/434-1600  
6 Facsimile: 415/217-5910

7 Attorneys for Plaintiffs  
BROADCAST MUSIC, INC. et al.

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 BROADCAST MUSIC, INC., et al.,  
13 Plaintiffs,

14 v.

15 G&M GAME CORPORATION; KRAZY  
16 KOYOTE BAR & GRILL; GEORGE D.  
HEADLEY, JR. & MARCOS ANTHONY  
17 HEADLEY, each individually,

18 Defendants.

No. C07-02453 CRB

Action Filed: May 8, 2007

PLAINTIFFS' FIRST REQUEST FOR  
ADMISSIONS TO DEFENDANTS

19  
20 PLEASE TAKE NOTICE that, pursuant to Rules 26 and 36 of the Federal Rules of  
21 Civil Procedure, Plaintiffs request Defendants, within thirty (30) days after service of this  
22 request, to admit, for purposes of this action only, that each of the statements set forth below  
23 is true. If Defendants fail to admit the truth of any matter as requested, and if Plaintiffs must  
24 therefore prove the truth of the matter, Plaintiffs will apply to the court for an order requiring  
25 Defendants to pay Plaintiffs the reasonable expenses incurred in making the proof, including  
26 reasonable attorney's fees, pursuant to Rule 37(c) of the Federal Rules of Civil Procedure.

**REQUESTS FOR ADMISSIONS**

**REQUEST FOR ADMISSION NO. 1:**

On May 4, 2006, Defendant G&M Game Corporation operated and maintained a facility known as Krazy Koyote Bar & Grill ("Krazy Koyote") located at 8337 Church Street, Gilroy, California 95020.

**REQUEST FOR ADMISSION NO. 2:**

On May 4, 2006, Defendant G&M Game Corporation had the right and ability to direct and control the activities of Krazy Koyote.

**REQUEST FOR ADMISSION NO. 3:**

On May 4, 2006, Defendant G&M Game Corporation had a direct financial interest in Krazy Koyote.

**REQUEST FOR ADMISSION NO. 4:**

On May 4, 2006, Defendant George D. Headley, Jr. operated and maintained a facility known as Krazy Koyote located at 8337 Church Street, Gilroy, California 95020.

**REQUEST FOR ADMISSION NO. 5:**

On May 4, 2006, Defendant George D. Headley, Jr. had the right and ability to direct and control the activities of Krazy Koyote.

**REQUEST FOR ADMISSION NO. 6:**

On May 4, 2006, Defendant George D. Headley, Jr. had the right and ability to supervise the persons employed by Krazy Koyote.

**REQUEST FOR ADMISSION NO. 7:**

On May 4, 2006, Defendant George D. Headley, Jr. had a direct financial interest in Krazy Koyote.

**REQUEST FOR ADMISSION NO. 8:**

On May 4, 2006, Defendant Marcos Anthony Headley operated and maintained a facility known as Krazy Koyote located at 8337 Church Street, Gilroy, California 95020.

**REQUEST FOR ADMISSION NO. 9:**

On May 4, 2006, Defendant Marcos Anthony Headley had the right and ability to

1 direct and control the activities of Krazy Koyote.

2 **REQUEST FOR ADMISSION NO. 10:**

3 On May 4, 2006, Defendant Marcos Anthony Headley had the right and ability to  
4 supervise the persons employed by Krazy Koyote.

5 **REQUEST FOR ADMISSION NO. 11:**

6 On May 4, 2006, Defendant Marcos Anthony Headley had a direct financial interest in  
7 Krazy Koyote.

8 **REQUEST FOR ADMISSION NO. 12:**

9 On August 19, 2006, Defendant G&M Game Corporation operated and maintained a  
10 facility known as Krazy Koyote located at 8337 Church Street, Gilroy, California 95020.

11 **REQUEST FOR ADMISSION NO. 13:**

12 On August 19, 2006, Defendant G&M Game Corporation had the right and ability to  
13 direct and control the activities of Krazy Koyote.

14 **REQUEST FOR ADMISSION NO. 14:**

15 On August 19, 2006, Defendant G&M Game Corporation had a direct financial interest  
16 in Krazy Koyote.

17 **REQUEST FOR ADMISSION NO. 15:**

18 On August 19, 2006, Defendant George D. Headley, Jr. operated and maintained a  
19 facility known as Krazy Koyote located at 8337 Church Street, Gilroy, California 95020.

20 **REQUEST FOR ADMISSION NO. 16:**

21 On August 19, 2006, Defendant George D. Headley, Jr. had the right and ability to  
22 direct and control the activities of Krazy Koyote.

23 **REQUEST FOR ADMISSION NO. 17:**

24 On August 19, 2006, Defendant George D. Headley, Jr. had the right and ability to  
25 supervise the persons employed by Krazy Koyote.

26 **REQUEST FOR ADMISSION NO. 18:**

27 On August 19, 2006, Defendant George D. Headley, Jr. had a direct financial interest  
28 in Krazy Koyote.

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CANADY  
FALK  
& RABKIN

**REQUEST FOR ADMISSION NO. 19:**

On August 19, 2006, Defendant Marcos Anthony Headley operated and maintained a facility known as Krazy Koyote located at 8337 Church Street, Gilroy, California 95020.

**REQUEST FOR ADMISSION NO. 20:**

On August 19, 2006, Defendant Marcos Anthony Headley had the right and ability to direct and control the activities of Krazy Koyote.

**REQUEST FOR ADMISSION NO. 21:**

On August 19, 2006, Defendant Marcos Anthony Headley had the right and ability to supervise the persons employed by Krazy Koyote.

**REQUEST FOR ADMISSION NO. 22:**

On August 19, 2006, Defendant Marcos Anthony Headley had a direct financial interest in Krazy Koyote.

**REQUEST FOR ADMISSION NO. 23:**

On May 4, 2006, Krazy Koyote was open to the public.

**REQUEST FOR ADMISSION NO. 24:**

On August 19, 2006, Krazy Koyote was open to the public.

**REQUEST FOR ADMISSION NO. 25:**

On May 4, 2006, musical compositions were publicly performed at Krazy Koyote.

**REQUEST FOR ADMISSION NO. 26:**

On August 19, 2006, musical compositions were publicly performed at Krazy Koyote.

**REQUEST FOR ADMISSION NO. 27:**

On May 4, 2006, at Krazy Koyote:

- (a) The musical composition "Billie Jean" was performed;
- (b) The musical composition "Bring It On Home To Me" was performed;
- (c) The musical composition "Green River" was performed.

**REQUEST FOR ADMISSION NO. 28:**

The Defendants have no evidence controverting that on May 4, 2006:

- (a) The musical composition "Billie Jean" was performed at Krazy Koyote;

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(b) The musical composition "Bring It On Home To Me" was performed at Krazy Koyote;

(c) The musical composition "Green River" was performed at Krazy Koyote.

**REQUEST FOR ADMISSION NO. 29:**

On August 19, 2006, at Krazy Koyote:

(a) The musical composition "Europa Earth's Cry Heaven's Smile" a/k/a "Europa" was performed;

(b) The musical composition "Samba Pa Ti" was performed;

(c) The musical composition "Aye Aye Aye" was performed;

(d) The musical composition "Victory Is Won" was performed;

(e) The musical composition "Tales of Killimanjaro" was performed.

(f) The musical composition "Drums Of Passion" was performed.

**REQUEST FOR ADMISSION NO. 30:**

The Defendants have no evidence controverting that on May 4, 2006:

(a) The musical composition "Europa Earth's Cry Heaven's Smile" a/k/a "Europa" was performed at Krazy Koyote;

(b) The musical composition "Samba Pa Ti" was performed at Krazy Koyote;

(c) The musical composition "Aye Aye Aye" was performed at Krazy Koyote;

(d) The musical composition "Victory Is Won" was performed at Krazy Koyote;

(e) The musical composition "Tales Of Killimanjaro" was performed at Krazy Koyote;

(f) The musical composition "Drums Of Passion" was performed at Krazy Koyote.

**REQUEST FOR ADMISSION NO. 31:**

The individual(s) listed on line 3 of each claim appearing on the Schedule (annexed to the Complaint) is/are the writer(s) of the musical compositions listed on line 2.

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**REQUEST FOR ADMISSION NO. 32:**

The Defendants have no evidence controverting that the individual(s) listed on line 3 of each claim appearing on the Schedule is/are the writer(s) of the musical composition listed on line 2.

**REQUEST FOR ADMISSION NO. 33:**

The Plaintiffs listed on line 4 of each claim appearing on the Schedule is/are the owner(s) of the copyright in the musical composition listed on line 2.

**REQUEST FOR ADMISSION NO. 34:**

The Defendants have no evidence controverting that the Plaintiffs listed on line 4 of each claim appearing on the Schedule is/are the owner(s) of copyrights in the musical composition listed on line 2.

**REQUEST FOR ADMISSION NO. 35:**

A registration of copyright in the musical composition listed on line 2 of each claim appearing on the Schedule was filed with the Copyright Office on the date listed on line 5 and a certificate was issued bearing the registration number listed on line 6.

**REQUEST FOR ADMISSION NO. 36:**

The Defendants have no evidence controverting that a registration of copyright in the musical composition listed on line 2 of each claim appearing on the Schedule was filed with the Copyright Office on the date listed on line 5 and that a certificate was issued bearing the registration number listed on line 6.

**REQUEST FOR ADMISSION NO. 37:**

On the date(s) listed on line 7 of each claim appearing on the Schedule, Plaintiff Broadcast Music, Inc. (BMI) licensed public performance rights in the musical composition listed on line 2.

**REQUEST FOR ADMISSION NO. 38:**

The Defendants have no evidence controverting that on the date(s) listed on line 7 of each claim appearing on the Schedule, Plaintiff BMI did license public performance rights in the musical composition listed on line 2.

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& RABKIN  
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**REQUEST FOR ADMISSION NO. 39:**

Between July 2004 and April 2007 Plaintiff BMI offered to grant a license for public performances of musical compositions at Krazy Koyote.

**REQUEST FOR ADMISSION NO. 40:**

On May 4, 2006, the Defendants were not licensed by any of the Plaintiffs to publicly perform any of their musical compositions at Krazy Koyote.

**REQUEST FOR ADMISSION NO. 41:**

On August 19, 2006, the Defendants were not licensed by any of the Plaintiffs to publicly perform any of their musical compositions at Krazy Koyote.

**REQUEST FOR ADMISSION NO. 42:**

Defendants have no evidence controverting that they did receive a letter from BMI dated July 19, 2004 (a copy of which is attached as Exhibit 1).

**REQUEST FOR ADMISSION NO. 43:**

Defendants have no evidence controverting that they did receive a letter from BMI dated August 9, 2004 (a copy of which is attached as Exhibit 2).

**REQUEST FOR ADMISSION NO. 44:**

Defendants have no evidence controverting that they did receive a letter from BMI dated August 16, 2004 (a copy of which is attached as Exhibit 3).

**REQUEST FOR ADMISSION NO. 45:**

Defendants have no evidence controverting that they did receive a letter from BMI dated October 22, 2004 (a copy of which is attached as Exhibit 4).

**REQUEST FOR ADMISSION NO. 46:**

Defendants have no evidence controverting that they did receive a letter from BMI dated November 5, 2004 (a copy of which is attached as Exhibit 5).

**REQUEST FOR ADMISSION NO. 47:**

Defendants have no evidence controverting that they did receive letter from BMI dated December 17, 2004, (a copy of which is attached as Exhibit 6).

HOWARD  
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FALK  
E. RANKIN

1 **REQUEST FOR ADMISSION NO. 48:**

2 Defendants have no evidence controverting that they did receive a letter from BMI  
3 dated February 4, 2005 (a copy of which is attached as Exhibit 7).

4 **REQUEST FOR ADMISSION NO. 49:**

5 Defendants have no evidence controverting that they did receive a letter from BMI  
6 dated March 3, 2005 (a copy of which is attached as Exhibit 8).

7 **REQUEST FOR ADMISSION NO. 50:**

8 Defendants have no evidence controverting that they did receive a letter from BMI  
9 dated March 24, 2005 (a copy of which is attached as Exhibit 9).

10 **REQUEST FOR ADMISSION NO. 51:**

11 Defendants have no evidence controverting that they did receive a letter via DHL from  
12 BMI dated April 15, 2005 (a copy of which is attached as Exhibit 10).

13 **REQUEST FOR ADMISSION NO. 52:**

14 Defendants have no evidence controverting that they did receive a letter from BMI  
15 dated August 31, 2005 (a copy of which is attached as Exhibit 11).

16 **REQUEST FOR ADMISSION NO. 53:**

17 Defendants have no evidence controverting that they did receive a letter via DHL from  
18 BMI dated September 1, 2005, (a copy of which is attached as Exhibit 12).

19 **REQUEST FOR ADMISSION NO. 54:**

20 Defendants have no evidence controverting that they did receive a letter from BMI  
21 dated September 15, 2005 (a copy of which is attached as Exhibit 13).

22 **REQUEST FOR ADMISSION NO. 55:**

23 Defendants have no evidence controverting that they did receive a letter from BMI  
24 dated December 5, 2005 (a copy of which is attached as Exhibit 14).

25 **REQUEST FOR ADMISSION NO. 56:**

26 Defendants have no evidence controverting that they did receive a letter from BMI  
27 dated December 26, 2005 (a copy of which is attached as Exhibit 15).

28



**REQUEST FOR ADMISSION NO. 57:**

Defendants have no evidence controverting that they did receive a letter via UPS from BMI dated January 16, 2006 (a copy of which is attached as Exhibit 16).

**REQUEST FOR ADMISSION NO. 58:**

Defendants have no evidence controverting that they did receive a letter via UPS from BMI dated March 8, 2006 (a copy of which is attached as Exhibit 17).

**REQUEST FOR ADMISSION NO. 59:**

Defendants have no evidence controverting that they did receive a facsimile from BMI dated March 24, 2006, (a copy of which is attached as Exhibit 18).

**REQUEST FOR ADMISSION NO. 60:**

Defendants have no evidence controverting that they did receive a letter via UPS from BMI dated April 20, 2006 (a copy of which is attached as Exhibit 19).

**REQUEST FOR ADMISSION NO. 61:**

Defendants have no evidence controverting that they did receive a letter from BMI dated June 27, 2006 (a copy of which is attached as Exhibit 20).

**REQUEST FOR ADMISSION NO. 62:**

Defendants have no evidence controverting that they did receive a letter from BMI dated August 28, 2006 (a copy of which is attached as Exhibit 21).

**REQUEST FOR ADMISSION NO. 63:**

Defendants have no evidence controverting that they did receive a letter from BMI dated October 26, 2006 (a copy of which is attached as Exhibit 22).

**REQUEST FOR ADMISSION NO. 64:**

Defendants have no evidence controverting that they did receive a letter from BMI dated December 29, 2006 (a copy of which is attached as Exhibit 23).

**REQUEST FOR ADMISSION NO. 65:**

Defendants have no evidence controverting that they did receive a letter from BMI dated February 28, 2007, (a copy of which is attached as Exhibit 24).

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FALK  
GRABKIN

**1 REQUEST FOR ADMISSION NO. 66:**

2 Defendants have no evidence controverting that they did receive a letter via UPS  
3 addressed to George D. Heasley, Jr. from BMI dated March 2, 2007 (a copy of which is  
4 attached as Exhibit 25).

**5 REQUEST FOR ADMISSION NO. 67:**

6 Defendants have no evidence controverting that they did receive a letter via UPS  
7 addressed to Marcos A. Headley from BMI dated March 2, 2007 (a copy of which is  
8 attached as Exhibit 26).

**9 REQUEST FOR ADMISSION NO. 68:**

10 Defendants have no evidence controverting that they did receive a letter addressed to  
11 George d. Headley, Jr. from BMI dated April 2, 2007 (a copy of which is attached as Exhibit  
12 27).

**13 REQUEST FOR ADMISSION NO. 69:**

14 Defendants have no evidence controverting that they did receive a letter addressed to  
15 Marcus A. Headley from BMI dated April 2, 2007 (a copy of which is attached as Exhibit  
16 28).

**17 REQUEST FOR ADMISSION NO. 70:**

18 Exhibit 1 is a true and correct copy.

**19 REQUEST FOR ADMISSION NO. 71:**

20 Exhibit 2 is a true and correct copy.

**21 REQUEST FOR ADMISSION NO. 72:**

22 Exhibit 3 is a true and correct copy.

**23 REQUEST FOR ADMISSION NO. 73:**

24 Exhibit 4 is a true and correct copy.

**25 REQUEST FOR ADMISSION NO. 74:**

26 Exhibit 5 is a true and correct copy.

**27 REQUEST FOR ADMISSION NO. 75:**

28 Exhibit 6 is a true and correct copy.

1 **REQUEST FOR ADMISSION NO. 76:**

2 Exhibit 7 is a true and correct copy.

3 **REQUEST FOR ADMISSION NO. 77:**

4 Exhibit 8 is a true and correct copy.

5 **REQUEST FOR ADMISSION NO. 78:**

6 Exhibit 9 is a true and correct copy.

7 **REQUEST FOR ADMISSION NO. 79:**

8 Exhibit 10 is a true and correct copy.

9 **REQUEST FOR ADMISSION NO. 80:**

10 Exhibit 11 is a true and correct copy.

11 **REQUEST FOR ADMISSION NO. 81:**

12 Exhibit 12 is a true and correct copy.

13 **REQUEST FOR ADMISSION NO. 82:**

14 Exhibit 13 is a true and correct copy.

15 **REQUEST FOR ADMISSION NO. 83:**

16 Exhibit 14 is a true and correct copy.

17 **REQUEST FOR ADMISSION NO. 84:**

18 Exhibit 15 is a true and correct copy.

19 **REQUEST FOR ADMISSION NO. 85:**

20 Exhibit 16 is a true and correct copy.

21 **REQUEST FOR ADMISSION NO. 86:**

22 Exhibit 17 is a true and correct copy.

23 **REQUEST FOR ADMISSION NO. 87:**

24 Exhibit 18 is a true and correct copy.

25 **REQUEST FOR ADMISSION NO. 88:**

26 Exhibit 19 is a true and correct copy.

27 **REQUEST FOR ADMISSION NO. 89:**

28 Exhibit 20 is a true and correct copy.

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& RABKIN  
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**REQUEST FOR ADMISSION NO. 90:**

Exhibit 21 is a true and correct copy.

**REQUEST FOR ADMISSION NO. 91:**

Exhibit 22 is a true and correct copy.

**REQUEST FOR ADMISSION NO. 92:**

Exhibit 23 is a true and correct copy.

**REQUEST FOR ADMISSION NO. 93:**

Exhibit 24 is a true and correct copy.

**REQUEST FOR ADMISSION NO. 94:**

Exhibit 25 is a true and correct copy.

**REQUEST FOR ADMISSION NO. 95:**

Exhibit 26 is a true and correct copy.

**REQUEST FOR ADMISSION NO. 96:**

Exhibit 27 is a true and correct copy.

**REQUEST FOR ADMISSION NO. 97:**

Exhibit 28 is a true and correct copy.

DATED: September 19, 2007.

KAREN S. FRANK  
SARAH M. KING  
HOWARD RICE NEMEROVSKI CANADY  
FALK & RABKIN  
A Professional Corporation

By: Karen S. Frank  
KAREN S. FRANK

Attorneys for Plaintiffs BROADCAST  
MUSIC, INC. et al.

**PROOF OF SERVICE BY MAIL**

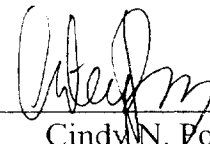
I am employed in the City and County of San Francisco, State of California. I am over the age of eighteen (18) years and not a party to the within action; my business address is Three Embarcadero Center, Seventh Floor, San Francisco, California 94111-4024.

I am readily familiar with the practice for collection and processing of documents for mailing with the United States Postal Service of Howard Rice Nemerovski Canady Falk & Rabkin, A Professional Corporation, and that practice is that the documents are deposited with the United States Postal Service with postage fully prepaid the same day as the day of collection in the ordinary course of business.

On September 19, 2007, I served the following document(s) described as **PLAINTIFFS' FIRST REQUEST FOR ADMISSIONS TO DEFENDANTS** on the persons listed below by placing the document(s) for deposit in the United States Postal Service through the regular mail collection process at the law offices of Howard Rice Nemerovski Canady Falk & Rabkin, A Professional Corporation, located at Three Embarcadero Center, Seventh Floor, San Francisco, California, to be served by mail addressed as follows:

Jeffrey E. Elliot, Esq.  
28 North First Street, Suite 500  
San Jose, CA 95112-2440

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed at San Francisco, California on September 19, 2007.



Cindy N. Powers





July 19, 2004

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

Dear Mr. Headley:

There are many licenses you must obtain when operating a business. One that you may not know about is the license you must secure from songwriters, composers, and publishers to perform their music publicly under the United States copyright law.

As a businessperson using music to enhance the atmosphere in your restaurant or nightclub, you'll realize that obtaining individual licenses to perform every song you use would be an expensive and time-consuming process.

Representing more than 1 out of every 2 songs performed on American radio today, BMI is the largest, non-profit making organization recognized under the U.S. copyright law to license the public performances of musical works. BMI can grant you the right to publicly perform the music of more than 300,000 songwriters, composers, and publishers through one simplified agreement and one annual fee. Over eighty-three cents of every dollar of your fee goes directly to the BMI songwriters, composers, and publishers whose music you are performing.

Our BMI Music License was designed with input from your industry associations and actual customers to fit the way you use music in your business. By basing our fee structure on the intensity and frequency of your music use, you are guaranteed to only pay for the music you play.

We've enclosed a new BMI Music License for your review along with a brochure written by the Better Business Bureau that describes how BMI can assist you in obtaining legal access to the more than 6.5 million musical works in the BMI repertoire. Once you've had a chance to review the agreement, please sign and return it in the envelope provided.

**If we receive your payment with your signed music license within 30 days, you will receive a 10% discount off your annual fee. In addition, some state or national trade associations have discount agreements with BMI. Contact your association to see if you qualify for one association discount only.**

If you have questions, please call BMI at (888) 689-5264, 9 a.m. to 5 p.m. (Central Time) Monday through Friday. For a list of all of the BMI affiliated songwriters, composers, and publishers and the music included under this agreement, please visit our World Wide Web site on the Internet at <http://www.bmi.com>.

Sincerely,

A handwritten signature in black ink that reads "Michele A. Reynolds". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Michele A. Reynolds  
Assistant Vice President  
General Licensing

Enclosures: EDE Music License 08/04, BRE, BBB  
Premise State: CA

**EXHIBIT 2**





August 9, 2004

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

Dear Mr. Headley:

I understand that you are currently licensed with ASCAP. Please understand that your ASCAP license only allows you to perform copyrighted music represented by that organization.

BMI, the largest of the three U.S. performing rights organizations, licenses musical works by more than 300,000 songwriters, composers and publishers. Your agreement with any other performing rights organization does not cover performances of music licensed by BMI. Since BMI represents approximately half of the music played in the United States every day, it is almost certain that the music you use includes many BMI copyrighted compositions.

The enclosed BMI Music License, when completed, can provide you with the appropriate permission to perform all of BMI's music repertoire. Please return the completed license in the postage-paid envelope provided. We thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marsha Williams', is written over a horizontal line.

Marsha Williams  
Senior Director  
General Licensing

Enclosures: EDE Music License BRE  
3463100203595/07/04/Premise State: CA







August 16, 2004

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

Dear Mr. Headley:

There are many licenses you must obtain when operating a business. One that you may not know about is the license you must secure from songwriters, composers, and publishers to perform their music publicly under the United States copyright law.

As a businessperson using music to enhance the atmosphere in your restaurant or nightclub, you'll realize that obtaining individual licenses to perform every song you use would be an expensive and time-consuming process.

Representing more than 1 out of every 2 songs performed on American radio today, BMI is the largest, non-profit making organization recognized under the U.S. copyright law to license the public performances of musical works. BMI can grant you the right to publicly perform the music of more than 300,000 songwriters, composers, and publishers through one simplified agreement and one annual fee. Over eighty-three cents of every dollar of your fee goes directly to the BMI songwriters, composers, and publishers whose music you are performing.

Our BMI Music License was designed with input from your industry associations and actual customers to fit the way you use music in your business. By basing our fee structure on the intensity and frequency of your music use, you are guaranteed to only pay for the music you play.

We've enclosed a new BMI Music License for your review along with a brochure written by the Better Business Bureau that describes how BMI can assist you in obtaining legal access to the more than 6.5 million musical works in the BMI repertoire. Once you've had a chance to review the agreement, please sign and return it in the envelope provided.

**If we receive your payment with your signed music license within 30 days, you will receive a 10% discount off your annual fee. In addition, some state or national trade associations have discount agreements with BMI. Contact your association to see if you qualify for one association discount only.**

If you have questions, please call BMI at (888) 689-5264, 9 a.m. to 5 p.m. (Central Time) Monday through Friday. For a list of all of the BMI affiliated songwriters, composers, and publishers and the music included under this agreement, please visit our World Wide Web site on the Internet at <http://www.bmi.com>.

Sincerely,

A handwritten signature in black ink that reads "Michele A. Reynolds". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Michele A. Reynolds  
Assistant Vice President  
General Licensing

Enclosures: EDE Music License 07/04, BRE, BBB  
Premise State: CA



**EXHIBIT 4**



October 22, 2004

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

## Why Should You Sign The Enclosed Music License?

- BMI represents more than 300,000 copyright owners. Our songwriters and composers are essentially small business owners. They write the music you use in your business;
- A BMI Music License provides your business with copyright clearance from these songwriters and composers, as well as their publishers, as required by U.S. copyright law. This saves you the time and expense of securing permission from every copyright owner yourself;
- A BMI Music License provides you access to an award-winning catalog of approximately 4.5 million musical works (roughly half of all the music performed in America) in all styles of music through just one agreement;
- BMI operates on a non-profit basis distributing all music licensing fees, less operating expenses, back to our affiliated copyright owners. Currently, eighty-four cents out of every dollar of your music licensing fee is paid to our affiliated songwriters, composers, and music publishers;
- Licensing is the right thing to do. Otherwise, you will be using someone else's property without their permission.

## 2 Important Facts You Should Know About Songwriters

- Many times *the creator of the work* is different than the *artist* performing the work and is not well known (For instance, did you know that Aaron Barker is the *songwriter* behind many of the songs George Strait performs?). An easy way to check this is to visit our list of songwriters and composers at [www.bmi.com](http://www.bmi.com). A BMI Music License ensures that the *creator of the work* will be paid.
- Most songwriters and composers work for years at writing songs before they make one dime and whatever they earn must cover years of unpaid hard work.

For more information about music licensing and copyright clearance, you may also find the following sites helpful: (1) Better Business Bureau – <http://www.bbb.org> (2) United States Copyright Office - <http://www.copyright.gov> (BMI is recognized in Title 17 as a performing right organization under *Section 101 Definitions: Performing Rights Societies*).

Please call BMI at (888) 689-5264 if you have any questions.

44931002035951



11 Music Square East, Nashville, Tennessee 37203-4399

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(888) 689-5264

Fax: (615) 401-2829

BRIDGE.doc





November 5, 2004

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

Dear Mr. Headley:

In recent weeks we have made numerous attempts to contact you concerning your rights and responsibilities as someone who plays BMI copyrighted music in a business. Unfortunately, we have been unable to reach an agreement regarding licensing your business.

Please understand, the U.S. Copyright Law recognizes music as the property of its creator(s) and grants them the exclusive right to perform their music in public (such as in a business). Anyone else wishing to play music in a business must first receive permission from the music's owners. As a performing rights organization, BMI serves as a representative of more than 300,000 songwriters, composers and publishers. We grant businesses legal access to approximately 4.5 million musical works through a single music performance agreement.

BMI strives to work with those who play music in their business and to make it easy for them to comply with the law. However, we are dedicated to protecting the rights of our affiliates.

To resolve this matter quickly, please return the completed BMI Music Performance Agreement, with the appropriate remittance, in the postage-paid envelope provided. If you have any questions, please contact BMI at 1-888-689-5264 9 a.m. to 5 p.m. (Central Time), Monday through Friday.

Sincerely,

A handwritten signature in black ink, appearing to be "M Williams", with a long horizontal line extending to the right.

Marsha Williams  
Senior Director  
General Licensing

Enclosures: EDE Music License, BRE  
3483100203595/07/04/Premise State: CA









December 17, 2004

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

Dear Mr. Headley:

I'm the Licensing Executive at BMI assigned to helping you with your music licensing needs. While I'm happy to provide you with my services and offer any assistance, I have been unable to elicit your cooperation in resolving this matter. Unfortunately, this must be my last attempt to do so.

You can easily meet your obligations under the U.S. copyright law by signing the enclosed BMI Music License designed specifically for Eating & Drinking Establishments. The fee structure of this new license assures you that you will only pay for the BMI music you play. Before turning down this offer, please remember that this is how songwriters earn their living and without the expressed written consent of the copyright owners, continued performance of BMI music is unauthorized.

This matter should receive your immediate attention. I urge you to complete, sign and return the enclosed BMI Music License today, along with the appropriate payment.

This is my last contact with you before I turn your file over to my supervisor for review. Should you still have questions regarding this matter, please contact me at (888) 689-5264 .

Sincerely,

A handwritten signature in black ink, reading "Ryan Blazer", is written in a cursive style.

Ryan Blazer  
Licensing Executive  
General Licensing

Enclosures: EDE Music License, BRE  
3483100203595/07/04/Premise State: CA



**EXHIBIT 7**



February 4, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

RE: Krazy Koyote  
BMI Music License

Dear Mr. Headley:

Your file has come to my attention for review.

I note that our office has a long history of repeated contact with you regarding the necessity of signing a BMI Music License. In correspondence directed to you on numerous occasions, the need for such a license was clearly stated and every effort has been made to resolve the matter amicably, but without success.

I also note from your file that you have been contacted on more than one occasion by a representative of BMI. In spite of our efforts, however, we have still not received the license from you nor any explanation for the delay.

The choice is now entirely up to you. If we are still without the completed license (enclosed), after 15 days from the date of this letter, I will be forced to consider whatever action appropriate to protect the interests of our songwriters, composers, and publishers.

Please feel free to contact me at this office if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cleve Murphy', is written over a horizontal line.

Cleve Murphy  
Assistant Vice President  
General Licensing

Enclosures: EDE1 Music License, BRE  
3483100203595/Premise State CA

**EXHIBIT 8**



March 3, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020

Re: Music License

Dear Mr. Headley:

Several weeks ago BMI sent a letter to you informing you of your need to sign and return BMI's Music License.

The purpose of this follow-up letter is to make it clear to you that we need to address this matter now. Please use the self-addressed envelope to return the enclosed License Agreement along with the appropriate annual fee.

If you have made the decision not to sign and return the enclosed Agreement, please complete and return the form below. Your response will help us bring closure to this very important matter.

Please be assured of our commitment to our affiliates and that the continued use of BMI licensed music without permission will leave me no alternative other than to refer this matter to our attorneys. If you have any questions, please call me at 1-800-925-8451.

Very truly yours,

A handwritten signature in cursive script that reads "Paul Bell".

Paul Bell  
Director  
General Licensing

Enclosures: EDE1 Music License, Legal Aspects, BRE  
07/04/Premise State: CA

=====

Re: G & M Game Corp.

Account ID#: 3483100203595

- ☐ I have decided not to sign BMI's Music License.
- ☐ I have already signed and returned BMI's License.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**EXHIBIT 9**



Lawrence E. Stevens  
Assistant Vice President  
General Licensing

March 24, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy, CA 95020-4406

Re: G & M Game Corp.

Dear Mr. Headley:

I note that BMI has been contacting you for some time regarding the necessity of signing a BMI Music License for your establishment(s). In correspondence and phone calls directed to you on numerous occasions, the need for such a License was clearly stated. Every effort has been made to resolve the matter amicably, but without success.

On March 3, 2005, a letter was mailed to your attention along with a License reflecting your music usage fee of \$1,850.00 for the period of 07/01/2004 to 06/30/2005 only. This fee does not include all other unlicensed periods in which you were using music.

Copyright Infringement is a serious offense. It is imperative that you give this your immediate attention. I have again enclosed a BMI Music License. Your failure to complete, sign and return the License along with the total remittance due within five (5) days, will leave me no alternative other than to refer this matter to our attorneys.

Should you have any questions, please call 1-800-925-8451.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Lawrence E. Stevens', is written over a horizontal line.

Lawrence E. Stevens  
Assistant Vice President  
General Licensing

Enclosure: EDE1 Music License, BRE  
3483100203595/Premise State, CA









April 15, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020-4406

DHL

Dear Mr. Headley:

I am an attorney in BMI's licensing department. Your business or organization is not currently licensed to publicly perform music from the BMI repertoire. BMI operates on a non-profit basis and represents songwriters, composers and publishers. It is part of our responsibility in that regard to protect their copyrighted works from unlawful use without appropriate authorization. Your BMI representative has contacted your business or organization several times in an effort to secure a license. As of today, our records indicate that we have not received your signed agreement. If you have already returned your signed BMI license, or otherwise secured permission to perform BMI affiliated music, please contact this office immediately at 1-877-264-2138.

We are enclosing another License Agreement for your completion and signature. If you have questions or need assistance completing this document, please call me.

If we do not receive a completed license agreement, or a response to this letter indicating that you have otherwise licensed your BMI music, you should discontinue the public performance of music in the BMI repertory. This is to advise you that any unlicensed performance of BMI-affiliated music may result in substantial damages under the Federal Copyright Law.

Sincerely,

A handwritten signature in black ink, appearing to read 'W Grothe', is written over a horizontal line.

William Grothe  
Senior Director  
General Licensing

Enclosures: EDE1 Music License, Legal Aspects, BRE  
/3483100203595/Premise State: CA



DHL: Track (By number) Detail

Page 1 of 1

Conte



DHL USA Home



## Track results detail

Tracking results detail for 16647326872

### Track

- ▶ Track by number
- ▶ Track by reference
- ▶ Get delivery signature
- ▶ Track DHL Same Day service

### Log in to DHL

User ID

Password

☐ Remember my User ID

Log in

▶ Forgot your Password?

### Tracking summary

Current Status	✓ <b>Shipment delivered.</b>	<a href="#">View Signature</a>
Delivered on	4/19/2005 3:50 pm	
Delivered to	Receptionist	
Signed for by	ROSSI What is this?	

### Tracking history

Date and Time	Status	Location
4/19/2005 3:50 pm	Shipment delivered. Picked Up by DHL.	Watsonville, CA
Ship From:	Ship To: KRAZY KOYOTE Gilroy, CA 95020 United States	Shipment Information: Ship date: Pieces: Total weight: * Ship Type: Shipment Reference: Service: Special Service: Description:
Attention:	Attention: KRAZY KOYOTE	

Tracking detail provided by DHL: 4/4/2006, 3:11:59 pm pt.

[Track new](#)

You are authorized to use DHL tracking systems solely to track shipments tendered by or for you to [redacted]. The use of DHL tracking systems and information is strictly prohibited.

#### \* Note on weight:

The weights displayed on this website are the weights provided when the shipment was created. Actual weights may be different and will be provided on invoice.

### New to DHL?

Registration is quick and easy. And as a registered user, you'll have access to services and tools to help you ship your packages easily and efficiently.

▶ Register Now

### Questions?

We're here to help!

▶ Contact DHL

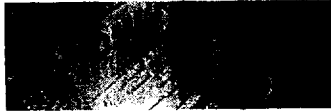
DHL: Get delivery signature deta

Page 1 of 1

Conte



DHL USA Hom



## Delivery Signature Detail

### Track

- ▶ Track by number
- ▶ Track by reference
- ▶ **Get delivery signature**
- ▶ Track DHL Same Day service

### Log in to DHL

User ID

Password

☐ Remember my User ID

Log in

▶ Forgot your Password?

Tracking Delivery Signature details...Tracking  
Number **16647326872**

▶ Help

### New to DHL?

Registration is  
And as a regist  
have access to  
tools to help yo  
packages easil  
▶ Register Now

### Tracking summary

Current Status **✓ Shipment Delivered**

Delivered on 4/19/05 3:50 pm

Delivered to Receptionist

Signed for by **ROSSI**

Help me with the signed by codes

### Signature

RECEIVED IN GOOD ORDER EXCEPT AS NOTED

### Receiver Information

KRAZY KOYOTE  
Gilroy, CA 95020  
United States

Tracking detail provided by DHL: 4/4/2006 3:12:29 PM

View Tracking  
Detail

E-mail Delivery  
Signature

Track new  
shipment

You are authorized to use DHL tracking systems solely to track shipments  
tendered by or for you to DHL. Any other use of DHL tracking systems and  
information is strictly prohibited.





August 31, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020-4406

Re: Music License

Dear Mr. Headley:

Several weeks ago BMI sent a letter to you informing you of your need to sign and return BMI's Music License.

The purpose of this follow-up letter is to make it clear to you that we need to address this matter now. Please use the self-addressed envelope to return the enclosed License Agreement along with the appropriate annual fee

If you have made the decision not to sign and return the enclosed Agreement, please complete and return the form below. Your response will help us bring closure to this very important matter.

Please be assured of our commitment to our affiliates and that the continued use of BMI licensed music without permission will leave me no alternative other than to refer this matter to our attorneys. If you have any questions, please call me at (800) 925-8451.

Very truly yours,

A handwritten signature in cursive script that reads "Matt Gute".

Matt Gute  
Director  
General Licensing

Encl: EDE1 MPA , Legal Aspects, BRE  
3483100203595/keg/Premise State: CA

=====

Re: G & M Game Corp.

Account ID#: 3483100203595

- ☐ I have decided not to sign BMI's Music License.
- ☐ I have already signed and returned BMI's License.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







1/1  
 (CID #3483100203595)

September 1, 2005

Mr. George Headley  
 Krazy Koyote  
 8337 Church St.  
 Gilroy, CA 95020

Via DHL

Dear Mr. Headley:

In July 2004 we first contacted you in an attempt to provide you with the necessary music license to permit the public performance of BMI copyrighted music in your establishment. We have made numerous contacts since then through phone calls and letters. Since we have yet to reach an amicable resolution, we found it necessary to have our music researcher conduct our own primary research by visiting your establishment and verifying music usage. You had previously been advised that we would not permit the unauthorized use of the music we control in your establishment (enclosure). Any performance of BMI music without the proper license and/or permission is unauthorized and will leave us with no alternative other than to consider whatever further action is appropriate for the protection of our rights.

Based on the information from the music research conducted at your business, we have prepared the enclosed license agreement reflecting the current music use in your establishment with the correct fees for the use of BMI copyright controlled music in a public setting.

Period	Annual License Fee	Amount Paid
7/1/2005 – 6/30/2005	\$1,850.00	\$0.00
<b>TOTAL</b>	<b>\$1,850.00</b>	

To resolve this issue without litigation, the enclosed license agreement should be completed, signed, and returned with a payment for the entire amount of **\$1,850.00** within 10 days of receipt of this letter. Should you have any questions or like to discuss this matter, please contact me. If you fail to sign the license agreement, provide me with a check for the fees as stated, or if the check does not clear, this offer will become null and void and BMI may seek to enforce all rights and remedies available to it under the law.

Additionally, I have enclosed the following brochures for your review: The Legal Aspects of Performing Copyrighted Music; Music in the Marketplace; Music Use in Eating and Drinking Establishments; and Where Does Your Music Licensing Fee Go?

Sincerely,

  
 Kent Glaser

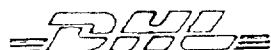
Enclosures: EDE, BRE, Brochures

DHL: Track details

Page 1 of 1

Contact Us

#3483100203595



Ship	Track	Services	About DHL	Help
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DHL USA Home



## Track results detail

Tracking results detail for 27706199754

## Track

- ▷ Track by number
- ▷ Track by reference
- ▷ Get delivery signature
- ▷ Track DHL Same Day service

## Tracking summary

Current Status	↻ Scheduled for delivery	View Signature
Delivered on	9/6/2005 4:13 pm	
Delivered to	Receptionist	
Signed for by	M RIVAS	What is this?

## Log in to DHL

User ID Password ☐ Remember my User IDLog In 

▷ Forgot your Password?

## Tracking history

Date and Time	Status	Location
9/6/2005 4:13 pm	Scheduled for delivery	Watsonville, CA
3:27 pm	Shipment delivered.	Watsonville, CA
8:47 am	With delivery courier.	
9/3/2005 9:58 am	Arrived at DHL facility.	Watsonville, CA
9/2/2005 11:31 pm	Transit through sort facility.	Wilmington, OH
9/1/2005 5:47 pm	Departing origin.	Nashville, TN
4:47 pm	Picked Up by DHL.	Shipper's Door
<b>Ship From:</b> B M I Nashville, TN 37203 United States	<b>Ship To:</b> KRAZY KOYOTE Gilroy, CA 95020 United States	<b>Shipment Information:</b> Ship date: 9/1/2005 Pieces: 1 Total weight: 1 lb Ship Type: Letter Express
<b>Attention:</b> B M I	<b>Attention:</b> KRAZY KOYOTE	<b>Shipment Reference:</b> 29 <b>Service:</b> 2nd day <b>Special Service:</b> <b>Description:</b>

Tracking detail provided by DHL: 9/7/2005, 2:15:02 pm pt.

 Back to summary

Track new shipr

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## New to DHL?

Registration is quick and easy. And as a registered user, you'll have access to services and tools to help you ship your packages easily and efficiently.

▷ Register Now

## Questions?

We're here to help!

▷ Contact DHL

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**EXHIBIT 13**



Lawrence E. Stevens  
Assistant Vice President  
General Licensing

September 15, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy, CA 95020-4406

Re: G & M Game Corp.

Dear Mr. Headley:

I note that BMI has been contacting you for some time regarding the necessity of signing a BMI Music License for your establishment(s). In correspondence and phone calls directed to you on numerous occasions, the need for such a License was clearly stated. Every effort has been made to resolve the matter amicably, but without success.

On August 31, 2005, a letter was mailed to your attention along with a License reflecting your music usage fee of \$1,850.00 for the period of 07/01/2004 to 06/30/2005 only. This fee does not include all other unlicensed periods in which you were using music.

Copyright Infringement is a serious offense. It is imperative that you give this your immediate attention. I have again enclosed a BMI Music License. Your failure to complete, sign and return the License along with the total remittance due within five (5) days, will leave me no alternative other than to refer this matter to our attorneys.

Should you have any questions, please call 1-800-925-8451.

Very Truly Yours,

A handwritten signature in black ink that reads "Lawrence E. Stevens". The signature is fluid and cursive, with the first and last names being more prominent.

Lawrence E. Stevens  
Assistant Vice President  
General Licensing

Enclosure: EDE1 Music License, BRE  
3483100203595/Premise State CA



**EXHIBIT 14**



December 5, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020-4406

Re: Music License

Dear Mr. Headley:

Several weeks ago BMI sent a letter to you informing you of your need to sign and return BMI's Music License.

The purpose of this follow-up letter is to make it clear to you that we need to address this matter now. Please use the self-addressed envelope to return the enclosed License Agreement along with the appropriate annual fee.

If you have made the decision not to sign and return the enclosed Agreement, please complete and return the form below. Your response will help us bring closure to this very important matter.

Please be assured of our commitment to our affiliates and that the continued use of BMI licensed music without permission will leave me no alternative other than to refer this matter to our attorneys. If you have any questions, please call me at (800) 925-8451.

Very truly yours,

A handwritten signature in black ink, appearing to read "Matt Gute", is written over a horizontal line.

Matt Gute  
Director  
General Licensing

Encl. EDE1 MPA , Legal Aspects, BRE  
3483100203595//Premise State: CA

=====

Re: G & M Game Corp.

Account ID#: 3483100203595

☐

I have decided not to sign BMI's Music License.

☐

I have already signed and returned BMI's License.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







Lawrence E. Stevens  
Assistant Vice President  
General Licensing

December 26, 2005

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy, CA 95020-4406

Re: G & M Game Corp.

Dear Mr. Headley:

I note that BMI has been contacting you for some time regarding the necessity of signing a BMI Music License for your establishment(s). In correspondence and phone calls directed to you on numerous occasions, the need for such a License was clearly stated. Every effort has been made to resolve the matter amicably, but without success.

On December 5, 2005, a letter was mailed to your attention along with a License reflecting your music usage fee of \$1,850.00 for the period of 07/01/2004 to 06/30/2005 only. This fee does not include all other unlicensed periods in which you were using music.

Copyright Infringement is a serious offense. It is imperative that you give this your immediate attention. I have again enclosed a BMI Music License. Your failure to complete, sign and return the License along with the total remittance due within five (5) days, will leave me no alternative other than to refer this matter to our attorneys.

Should you have any questions, please call 1-800-925-8451.

Very Truly Yours,

A handwritten signature in black ink that reads "Lawrence E. Stevens". The signature is fluid and cursive, with the first and last names being more prominent.

Lawrence E. Stevens  
Assistant Vice President  
General Licensing

Enclosure: EDEI Music License, BRE  
3483100203595/Premise State: CA







January 16, 2006

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy CA 95020-4406

UPS

Dear Mr. Headley:

I am an attorney in Broadcast Music, Inc.'s ("BMI") Licensing Department. BMI is a performing right organization which licenses the public performance rights of its affiliated songwriters, composers and music publishers. In addition to licensing the public performance rights, it is part of BMI's responsibility to protect the copyrighted works of its affiliates from unlawful use without proper authorization. To that end, BMI contacts businesses using music, such as your business, and offers them a BMI license.

I am advised that a BMI representative has contacted your business on several occasions in an effort to help your business to secure a BMI public performance license. Our records indicate that, as of this date, you have not returned a signed license agreement to BMI and, as such, you are not currently licensed by BMI to publicly perform the more than 6.5 million musical works in the BMI repertoire. If you have already returned your executed BMI license, or you have otherwise secured permission to perform BMI affiliated music, please contact BMI immediately at (877) 264-2138. Otherwise, I enclose herewith another BMI license agreement for your business. Please complete the license agreement, sign and return it to BMI. If you have questions, or need assistance completing the license, please feel free to contact me.

If BMI does not receive a completed license agreement from you, or a response to this letter indicating that you have otherwise licensed the BMI music used in your business, this letter serves as notice that you must discontinue the public performance of any BMI-affiliated music. The public performance of BMI-affiliated music without the proper authorization constitutes copyright infringement and may result in substantial damages under the Federal Copyright Law.

Sincerely,

A handwritten signature in black ink, appearing to read "Pamela Williams", is written over a horizontal line.

Pamela Williams, Esq.  
Senior Director  
Legal and Business Affairs

Encl. EDE1 MPA, Legal Aspects, BRE  
3483\*00203595#Premise State: CA






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UPS Uni



## Tracking

Log-In User ID:

Password:

[Forgot Password](#)→ [Track by Tracking Number](#)→ [Track by E-mail](#)→ [Import Tracking](#)

Numbers

→ [Track by Reference Number](#)→ [Track by Freight Tracking](#)

Number

→ [Track by Freight Shipment](#)

Reference

→ [Track with Quantum View](#)→ [Sign Up for Signature](#)

Tracking

→ [Void a Shipment](#)→ [Help](#)

## Track by Tracking Number

## View Details

**Status:** Delivered  
**Delivered on:** 01/19/2006 3:32 P.M.  
**Signed by:** ROCHA  
**Location:** RECEIVER  
**Delivered to:** GILROY, CA, US  
**Shipped or Billed on:** 01/17/2006  
**Tracking Number:** 1Z 378 50X 02 4494 370 5  
**Service Type:** 2ND DAY AIR

## Package Progress:

Location	Date	Local Time	Activity
SAN JOSE, CA, US	01/19/2006	3:32 P.M.	DELIVERY
	01/19/2006	6:00 A.M.	OUT FOR DELIVERY
	01/19/2006	5:35 A.M.	ARRIVAL SCAN
SOUTH SAN FRANCISCO, CA, US	01/19/2006	4:26 A.M.	DEPARTURE SCAN
	01/19/2006	1:13 A.M.	ARRIVAL SCAN
SUNNYVALE, CA, US	01/19/2006	12:32 A.M.	DEPARTURE SCAN
SUNNYVALE, CA, US	01/18/2006	8:25 P.M.	ARRIVAL SCAN
SAN JOSE, CA, US	01/18/2006	7:48 P.M.	DEPARTURE SCAN
	01/18/2006	6:59 P.M.	ARRIVAL SCAN
WEST COLUMBIA, SC, US	01/18/2006	4:27 P.M.	DEPARTURE SCAN
	01/18/2006	1:16 P.M.	ARRIVAL SCAN
NASHVILLE, TN, US	01/18/2006	4:35 A.M.	DEPARTURE SCAN
NASHVILLE, TN, US	01/17/2006	9:23 P.M.	ORIGIN SCAN
US	01/17/2006	5:57 P.M.	BILLING INFORMATION RECEIVED

Tracking results provided by UPS: 04/04/2006 6:13 P.M. Eastern Time (USA)

**NOTICE:** UPS authorizes you to use UPS tracking systems solely to track shipments tendered to UPS for delivery and for no other purpose. Any other use of UPS tracking system information is strictly prohibited.

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March 8, 2006

George Headley  
Krazy Koyote  
8337 Church St  
Gilroy, CA 95020-4457

UPS

Dear Mr. Headley:

As you have not responded to our correspondence and in the absence of a license agreement with BMI, this shall serve as formal notice to you that effective this date, you must cease all use of BMI licensed music in your business or organization. The continued use of music in the BMI repertoire without authorization will result in copyright infringement. Copyright infringement is a violation of federal law. Copyright infringement may subject you to substantial damages. BMI is prepared to take whatever action may be necessary to protect the right of its composers and publishers. Refer any questions regarding this matter to (888) 689-5264.

Very truly yours,

A handwritten signature in black ink, which appears to read "Lawrence E. Stevens". The signature is fluid and cursive.

Lawrence E. Stevens  
Assistant Vice President  
General Licensing

LS /EDE1




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UPS Uni



Tracking



## Tracking

Log-In User ID:

Password:

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Numbers

→ [Track by Reference Number](#)→ [Track by Freight Tracking Number](#)→ [Track by Freight Shipment Reference](#)→ [Track with Quantum View](#)→ [Sign Up for Signature Tracking](#)→ [Void a Shipment](#)→ [Help](#)

## Track by Tracking Number

## View Details

**Status:** Delivered  
**Delivered on:** 03/10/2006 3:26 P.M.  
**Signed by:** BACKSTER  
**Location:** RECEIVER  
**Delivered to:** GILROY, CA, US  
**Shipped or Billed on:** 03/08/2006  
**Tracking Number:** 1Z 378 50X 02 4421 569 9  
**Service Type:** 2ND DAY AIR

## Package Progress:

Location	Date	Local Time	Activity
SAN JOSE, CA, US	03/10/2006	3:26 P.M.	DELIVERY
	03/10/2006	5:15 A.M.	OUT FOR DELIVERY
	03/10/2006	4:31 A.M.	ARRIVAL SCAN
SUNNYVALE, CA, US	03/09/2006	11:48 P.M.	DEPARTURE SCAN
SAN JOSE, CA, US	03/09/2006	8:57 P.M.	DEPARTURE SCAN
SUNNYVALE, CA, US	03/09/2006	8:15 P.M.	ARRIVAL SCAN
SAN JOSE, CA, US	03/09/2006	7:15 P.M.	ARRIVAL SCAN
WEST COLUMBIA, SC, US	03/09/2006	4:38 P.M.	DEPARTURE SCAN
	03/09/2006	1:11 P.M.	ARRIVAL SCAN
NASHVILLE, TN, US	03/09/2006	4:30 A.M.	DEPARTURE SCAN
NASHVILLE, TN, US	03/08/2006	9:03 P.M.	ORIGIN SCAN
US	03/08/2006	5:57 P.M.	BILLING INFORMATION RECEIVED

Tracking results provided by UPS: 04/04/2006 6:13 P.M. Eastern Time (USA)

**NOTICE:** UPS authorizes you to use UPS tracking systems solely to track shipments tendered to UPS for delivery and for no other purpose. Any other use of UPS tracking system information is strictly prohibited.

UPS Package Tracking

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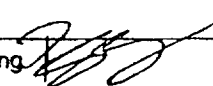
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**EXHIBIT 18**



3483100203595  
1-3

**FACSIMILE COVER SHEET**  
**Pre-Legal, General Licensing**

<b>TO:</b>	G&M Game Corp., D/B/A Krazy Koyote
<b>ATTENTION:</b>	Messrs. George Headley and Marcos Headley
<b>FAX NUMBER:</b>	408.848.1228
<b>FROM:</b>	Paul E. Bell, Director, Pre-Legal - General Licensing 
<b>PHONE #s:</b>	Voice Direct: 615.401.2804 (CST) Toll Free: 800-925.8451 Ext. 2804 (CST)
<b># OF PAGES:</b>	-02- (INCLUDING THIS FACSIMILE COVER)
<b>DATE:</b>	FRIDAY, MARCH 24, 2006
<b>SUBJECT:</b>	BMI MUSIC LICENSE

Dear Messrs. George and Marcos Headley:

I have attempted to reach you by telephone on numerous occasions but was unable to contact you to resolve a music licensing matter required by the United States Copyright Law involving the public performance of BMI licensed music inside your establishment.

Please return my call to discuss and resolve this matter upon receipt of this facsimile. BMI's business hours are Monday through Friday (Excluding holidays) 9 am to 5 pm Central Standard Time.

Your cooperation in resolving this urgent licensing matter is appreciated. **I must have your response no later than close of business (CST) Tuesday, March 28, 2006.**

Nothing in this facsimile should be interpreted or construed that BMI has consented to the performances of its licensed music we control at any time inside your establishment.



Enclosure: CA Legal Notice

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone (collect), and return the original message to us at the address provided via the U.S. Postal Service. Thank You.



3-3

\*\*\*\*\*--COMM. JOURNAL--\*\*\*\*\* DATE MAR-24-2006 \*\*\*\*\* TIME 14:13 \*\*\*\*\*

MODE = TRANSMISSION

START=MAR-24 14:12

END=MAR-24 14:13

FILE NO.=909

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	8	914088481228	002	00:00:59

-HOSPITALITY 1 BMI

-

\*\*\*\*\*

- \*\*\*\*\*

6154012829- \*\*\*\*\*

**EXHIBIT 19**



Teresa A. Stafford-Scherer  
Senior Director  
General Licensing

April 20, 2006

Mr. George Headley  
Mr. Marcos Headley  
Krazy Koyote Bar & Grill  
8337 Church Street  
Gilroy, CA 95020-4457

RE: BMI ID# 3483100203595

Dear Messrs Headley:

BMI would like to clarify our licensing of Commercial/Background Music Services (hereinafter referred to CMS). There are specific limitations to BMI's grant to the CMS providers. The CMS Agreement is in an interim phase and BMI and the CMS providers are currently involved in Rate Court; therefore, the 1993 Agreement and its rates and terms are in effect until such time the Rate Court hands down its final determination. In view of this, the limitations with regard to admission charges, physical activity and uses as forms of entertainment locations are still in full force and effect. Those limitations, specifically taken from the CMS Agreement, are as follows:

Paragraph 2.(a) "Subscription music services" as used herein shall mean and be limited to non-dramatic audio-only performances of recorded music (including music-on-hold performances), whether vocal or instrumental; and regardless of the means employed by LICENSEE to provide such music to a service premises. It is understood that such "subscription music services" are intended to be used as an accompaniment to routine activities, including, but not limited to, work, shopping, conversation, dining and relaxation, as long as such music is not offered to subscribers as an accompaniment to dancing or to serve as an adjunct to any other physical activity or form of entertainment.

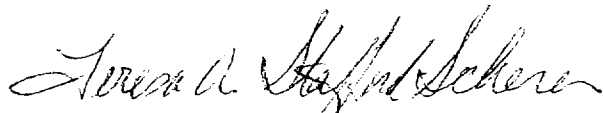
Paragraph 2.(b) "Serviced Premises" as used herein shall mean a premise(s) which is provided subscription music services by LICENSEE, but shall not under any circumstances extend to (i) a ballroom, discotheque, dance studio or skating rink; or (ii) any premises to which an admission fee is charged (limited to such portion of the premises from which the event or entertainment for which admission is charged is intended to be observed or heard, and provided that any other portion of such premises shall be covered by this license).



Given the above, this applies to, but not limited to, locations such as Health Clubs, Aerobic Studios, Bowling Centers, Nightclubs and Bars. Any location or facility for which there is music used as an adjunct to physical activity, an admission charge, or music used for a form of entertainment, cannot be considered covered under the grant for a CMS Agreement; therefore those facilities must obtain the appropriate BMI Agreement for Recorded Music uses and/or any other use of music throughout the facility.

I trust this information will prove helpful in understanding the specific licensing and limitations thereof.

Sincerely,

A handwritten signature in cursive script, reading "Teresa A. Stafford-Scherer".

Teresa A. Stafford-Scherer  
Senior Director  
General Licensing

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**Tracking Detail**[Printer Friend](#)**Your package has been delivered.**

Tracking Number: 1Z 378 50X 13 9395 500 9  
 Type: Package  
 Status: **Delivered**  
 Delivered on: 04/27/2006 6:45 P.M.  
 Signed by: ROSSI  
 Location: RECEIVER  
 Delivered to: GILROY, CA, US  
 Service Type: NEXT DAY AIR SAVER

**Package Progress**

Location	Date	Local Time	Description
SAN JOSE, CA, US	04/27/2006	6:45 P.M.	DELIVERY
	04/27/2006	9:51 A.M.	THE RECEIVER WAS CLOSED O 3RD DELIVERY ATTEMPT
SAN JOSE, CA, US	04/26/2006	10:40 A.M.	THE RECEIVER WAS CLOSED O 3RD DELIVERY ATTEMPT
SAN JOSE, CA, US	04/25/2006	9:55 A.M.	THE RECEIVER'S LOCATION W/ CLOSED ON THE 2ND DELIVER ATTEMPT. A 3RD DELIVERY AT WILL BE MADE
SAN JOSE, CA, US	04/24/2006	1:51 P.M.	THE RECEIVER'S LOCATION W/ CLOSED ON THE 1ST DELIVERY ATTEMPT. A 2ND DELIVERY AT WILL BE MADE

Tracking results provided by UPS: 03/07/2007 11:57 A.M. EST (USA)

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**Lawrence E. Stevens**  
Assistant Vice President  
General Licensing

June 27, 2006

George Headley  
Krazy Koyote Bar & Grill  
8337 Church St  
Gilroy, CA 95020-4457

RE: Krazy Koyote Bar & Grill

Dear Mr. Headley:

This is to notify you that the cease and desist order sent to you by BMI remains in full force and effect.

Since we have not received the license from you that would legally allow the performances of BMI represented copyrighted compositions in your business or organization, we must proceed in efforts to protect the rights of our more than 300,000 writers and publishers. However, this can be avoided by contacting this office immediately.

Violations of the copyright law are expensive. Damages for infringement of at least \$750 per song, which can be significantly increased by the courts, are set forth in Title 17 of the United States Code (Copyright Law).

If you have any questions regarding this important matter, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence Stevens", is written over a horizontal line.

Lawrence E. Stevens

3483100203595:gpb









Lawrence E. Stevens  
Assistant Vice President  
General Licensing

August 28, 2006

George Headley  
Krazy Koyote Bar & Grill  
8337 Church St  
Gilroy, CA 95020-4457

RE: Krazy Koyote Bar & Grill

Dear Mr. Headley:

This is to notify you that the cease and desist order sent to you by BMI remains in full force and effect.

Since we have not received the license from you that would legally allow the performances of BMI represented copyrighted compositions in your business or organization, we must proceed in efforts to protect the rights of our more than 300,000 writers and publishers. However, this can be avoided by contacting this office immediately.

Violations of the copyright law are expensive. Damages for infringement of at least \$750 per song, which can be significantly increased by the courts, are set forth in Title 17 of the United States Code (Copyright Law).

If you have any questions regarding this important matter, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lawrence E. Stevens', is written over a horizontal line.

Lawrence E. Stevens

3483100203595







October 26, 2006

George Headley  
Krazy Koyote Bar & Grill  
8337 Church St  
Gilroy, CA 95020-4457

RE: Krazy Koyote Bar & Grill

Dear Mr. Headley:

This is to notify you that the cease and desist order sent to you by BMI remains in full force and effect.

Since we have not received the license from you that would legally allow the performances of BMI represented copyrighted compositions in your business or organization, we must proceed in efforts to protect the rights of our more than 300,000 writers and publishers. However, this can be avoided by contacting this office immediately.

Violations of the copyright law are expensive. Damages for infringement of at least \$750 per song, which can be significantly increased by the courts, are set forth in Title 17 of the United States Code (Copyright Law).

If you have any questions regarding this important matter, please contact me.

Sincerely,

A handwritten signature in black ink, which appears to read "Paul Kimpler". The signature is fluid and cursive.

Paul Kimpler  
Senior Director  
General Licensing

3453100203595







December 29, 2006

George Headley  
Krazy Koyote Bar & Grill  
8337 Church St  
Gilroy, CA 95020-4457

RE: Krazy Koyote Bar & Grill

Dear Mr. Headley:

This is to notify you that the cease and desist order sent to you by BMI remains in full force and effect.

Since we have not received the license from you that would legally allow the performances of BMI represented copyrighted compositions in your business or organization, we must proceed in efforts to protect the rights of our more than 300,000 writers and publishers. However, this can be avoided by contacting this office immediately.

Violations of the copyright law are expensive. Damages for infringement of at least \$750 per song, which can be significantly increased by the courts, are set forth in Title 17 of the United States Code (Copyright Law).

If you have any questions regarding this important matter, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paul Knipfler".

Paul Knipfler  
Senior Director  
General Licensing

3483100203595







February 28, 2007

George Headley  
Krazy Koyote Bar & Grill  
8337 Church St  
Gilroy, CA 95020-4457

RE: Krazy Koyote Bar & Grill

Dear Mr. Headley:

This is to notify you that the cease and desist order sent to you by BMI remains in full force and effect.

Since we have not received the license from you that would legally allow the performances of BMI represented copyrighted compositions in your business or organization, we must proceed in efforts to protect the rights of our more than 300,000 writers and publishers. However, this can be avoided by contacting this office immediately

Violations of the copyright law are expensive. Damages for infringement of at least \$750 per song, which can be significantly increased by the courts, are set forth in Title 17 of the United States Code (Copyright Law).

If you have any questions regarding this important matter, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Knippler", is written over a faint, larger version of the same signature.

Paul Knippler  
Senior Director  
General Licensing

3483100203595









Lawrence E. Stevens  
Assistant Vice President  
General Licensing

March 2, 2007

George D. Headley Jr  
Krazy Koyote Bar & Grill  
8337 Church St  
Gilroy CA 95020-4457

UPS

Re: Krazy Koyote Bar & Grill

Dear Mr. Headley Jr:

This is to notify you that infringement of BMI copyright controlled music recently occurred in your establishment and was noted by our Music Researcher. Said infringement is in violation of the rights granted copyright owners under the copyright law of the United States. You had previously been advised that we would not permit the unauthorized use of the music we control within your establishment.

We have provided you with all the pertinent information and request that you obtain a license to permit the public performance of BMI copyrighted music in your establishment. We remain ready to furnish you a license at equitable rates. The fees below cover all unlicensed periods for your business. In addition to the license fees Music Researcher fees have been incurred.

**PERIOD & FEE**

8/01/2004 - 7/31/2005 = \$2,035.00

8/01/2005 - 7/31/2006 = \$2,090.00

8/01/2006 - 7/31/2007 = \$2,145.00

Music Researcher Costs	\$1,083.26
------------------------	------------

TOTAL:	\$7,353.26
--------	------------

In order to resolve this issue at this time, the enclosed Music License Agreement must be completed, signed and returned along with a payment for all outstanding fees within 5 days from the date of this letter. Should you fail to return the completed and signed Agreement with full payment by that date, you will leave me with no alternative other than to refer this matter to our attorneys for whatever action they deem necessary.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lawrence Stevens', is written over a horizontal line.

Lawrence E. Stevens

Encl: EDE1 MPA, Legal Aspects, WDYMFLG?, BRE  
3483100203595/tcj/Premise State: CA



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[Help](#)

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### Tracking Detail

Printer Friend

**Your package has been delivered.**

Tracking Number: 1Z 378 50X 02 4540 548 2

Type: Package

Status: **Delivered**

Delivered on: 03/08/2007 4:27 P.M.

Signed by: ROSSI

Location: RECEIVER

Delivered to: GILROY, CA, US

Shipped or Billed on: 03/02/2007

Service Type: 2ND DAY AIR

### Package Progress


Location	Date	Local Time	Description
SAN JOSE, CA, US	03/08/2007	4:27 P.M.	DELIVERY
SAN JOSE, CA, US	03/07/2007	3:29 P.M.	THE RECEIVER'S LOCATION W/ CLOSED ON THE 2ND DELIVER ATTEMPT. A 3RD DELIVERY AT WILL BE MADE
SAN JOSE, CA, US	03/06/2007	9:48 A.M.	THE RECEIVER'S LOCATION W/ CLOSED ON THE 1ST DELIVERY ATTEMPT. A 2ND DELIVERY AT WILL BE MADE
	03/06/2007	8:11 A.M.	OUT FOR DELIVERY
	03/06/2007	4:00 A.M.	ARRIVAL SCAN
OAKLAND, CA, US	03/05/2007	9:55 P.M.	DEPARTURE SCAN
	03/05/2007	8:47 P.M.	ARRIVAL SCAN
SAN JOSE, CA, US	03/05/2007	7:18 P.M.	DEPARTURE SCAN
	03/05/2007	5:34 P.M.	ARRIVAL SCAN
LOUISVILLE, KY, US	03/05/2007	3:50 P.M.	DEPARTURE SCAN
LOUISVILLE, KY, US	03/03/2007	4:34 A.M.	ARRIVAL SCAN
NASHVILLE, TN, US	03/03/2007	12:26 A.M.	DEPARTURE SCAN

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NASHVILLE, TN, US	03/02/2007	8:56 P.M.	ORIGIN SCAN
US	03/02/2007	5:59 P.M.	BILLING INFORMATION RECEIV

Tracking results provided by UPS: 03/09/2007 10:48 A.M. EST (USA)

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**Lawrence E. Stevens**

Assistant Vice President

General Licensing

March 2, 2007

Marcos A. Headley  
Krazy Koyote Bar & Grill  
8337 Church St  
Gilroy CA 95020-4457

UPS

Re: Krazy Koyote Bar & Grill

Dear Mr. Headley:

This is to notify you that infringement of BMI copyright controlled music recently occurred in your establishment and was noted by our Music Researcher. Said infringement is in violation of the rights granted copyright owners under the copyright law of the United States. You had previously been advised that we would not permit the unauthorized use of the music we control within your establishment.

We have provided you with all the pertinent information and request that you obtain a license to permit the public performance of BMI copyrighted music in your establishment. We remain ready to furnish you a license at equitable rates. The fees below cover all unlicensed periods for your business. In addition to the license fees, Music Researcher fees have been incurred.

**PERIOD & FEE**

8/01/2004 - 7/31/2005 = \$2,035.00

8/01/2005 - 7/31/2006 = \$2,090.00

8/01/2006 - 7/31/2007 = \$2,145.00

Music Researcher Costs	\$1,083.26
------------------------	------------

<b>TOTAL:</b>	<b>\$7,353.26</b>
---------------	-------------------

In order to resolve this issue at this time, the enclosed Music License Agreement must be completed, signed and returned along with a payment for all outstanding fees within 5 days from the date of this letter. Should you fail to return the completed and signed Agreement with full payment by that date, you will leave me with no alternative other than to refer this matter to our attorneys for whatever action they deem necessary.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lawrence E. Stevens', is written over a horizontal line.

Lawrence E. Stevens

Encl: EDE1 MPA, Legal Aspects, WDYMLFG?, BRE  
3483100203595/tcj/Premise State: CA



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## Track Shipments

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## Tracking Detail

[Printer Friend](#)**Your package has been delivered.**

Tracking Number: 1Z 378 50X 02 4318 669 7  
 Type: Package  
 Status: **Delivered**  
 Delivered on: 03/08/2007 4:27 P.M.  
 Signed by: ROSSI  
 Location: RECEIVER  
 Delivered to: GILROY, CA, US  
 Shipped or Billed on: 03/02/2007  
 Service Type: 2ND DAY AIR

## Package Progress


Location	Date	Local Time	Description
SAN JOSE, CA, US	03/08/2007	4:27 P.M.	DELIVERY
SAN JOSE, CA, US	03/07/2007	3:29 P.M.	THE RECEIVER'S LOCATION W/ CLOSED ON THE 2ND DELIVERY ATTEMPT. A 3RD DELIVERY ATTEMPT WILL BE MADE
SAN JOSE, CA, US	03/06/2007	9:48 A.M.	THE RECEIVER'S LOCATION W/ CLOSED ON THE 1ST DELIVERY ATTEMPT. A 2ND DELIVERY ATTEMPT WILL BE MADE
	03/06/2007	8:11 A.M.	OUT FOR DELIVERY
	03/06/2007	4:00 A.M.	ARRIVAL SCAN
OAKLAND, CA, US	03/05/2007	9:55 P.M.	DEPARTURE SCAN
	03/05/2007	8:47 P.M.	ARRIVAL SCAN
SAN JOSE, CA, US	03/05/2007	7:18 P.M.	DEPARTURE SCAN
	03/05/2007	5:34 P.M.	ARRIVAL SCAN
LOUISVILLE, KY, US	03/05/2007	3:50 P.M.	DEPARTURE SCAN
LOUISVILLE, KY, US	03/03/2007	4:34 A.M.	ARRIVAL SCAN
NASHVILLE, TN, US	03/03/2007	12:26 A.M.	DEPARTURE SCAN

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NASHVILLE, TN, US	03/02/2007	8:56 P.M.	ORIGIN SCAN
US	03/02/2007	5:59 P.M.	BILLING INFORMATION RECEIV

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**EXHIBIT 27**



Mr. George D. Headley, Jr.  
8337 Church St.  
Gilroy, CA 95020

April 2, 2007

RE: Krazy Koyote Bar & Grill

Dear Mr. Headley:

Since you have not responded to our attempts to resolve the outstanding license for Krazy Koyote Bar & Grill, this matter has been forwarded to our attorneys for whatever action they deem necessary. Any future communication will need to be with them.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Stevens', is written over the word 'Sincerely,'.

Lawrence E. Stevens  
Assistant Vice-President  
General Licensing







Mr. Marcus A. Headley  
8337 Church St.  
Gilroy, CA 95020

April 2, 2007

RE: Krazy Koyote Bar & Grill

Dear Mr. Headley:

Since you have not responded to our attempts to resolve the outstanding license for Krazy Koyote Bar & Grill, this matter has been forwarded to our attorneys for whatever action they deem necessary. Any future communication will need to be with them.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Stevens', is written over the typed name and title.

Lawrence E. Stevens  
Assistant Vice-President  
General Licensing

